

**EXHIBIT A**

**STAFFING SERVICE AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of December, 2002, but effective as of December 1, 2002 ("Commencement Date"), by and between Hyatt Corporation, as agent of Harborside Hotel LLC, a Delaware limited liability company, d/b/a Hyatt Regency Jersey City on the Hudson (hereinafter "Hyatt") and Yipecc, Inc. (hereinafter "Contractor");

**WITNESSETH:**

WHEREAS, Hyatt operates a hotel known as Hyatt Regency Jersey City on the Hudson, located at 2 Exchange Place, Jersey City, NJ 07302 (hereinafter "Hotel"); and

WHEREAS, Contractor, located at 9 Desbrasses Street, Suite #519, New York, New York 10013 is a staffing agency which specializes in providing professional hotel staffing, and Hyatt desires to retain the professional services of Contractor;

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Term.

This Agreement shall be for a term commencing on December 1, 2002 ("Commencement Date") and continuing thereafter until terminated without cause by either party upon delivery to the other party of thirty (30) days' prior written notice, or with cause immediately upon written notice.

Notwithstanding the foregoing, termination of this Agreement by either party shall not affect amounts due for services rendered by Contractor to Hyatt.

2. Scope of Service.

This Agreement grants Contractor the non-exclusive right and privilege to provide professional event waitstaff ("Contract Employee(s)") to Hyatt as and when requested by Hyatt:

A. Contractor's Responsibilities:

(1) Contractor shall be responsible for informing Contract Employees of applicable Hotel rules and policies.

(2) Contractor shall provide drug-free Contract Employees to Hyatt. Should any Contract Employee report for duty at the Hotel under the influence of any illegal drug or alcoholic substance or uses, possesses or attempts to sell such substance or drug paraphernalia while on duty at the Hotel, Hotel shall contact Contractor and such Contract Employee shall be immediately removed from the premises by Contractor. Hyatt reserves the right to refuse to allow any such Contract Employee to work at the Hotel thereafter.

(3) Contractor shall provide a contact person with Hyatt who shall supervise and coordinate all Contract Employees' work.

(4) Contractor expressly guarantees that all Contract Employees it provides to Hyatt have a legal right to work in the United States and that it complies with any and all applicable immigration laws as required by the United States Department of Labor.

(5) Contract Employees shall be required to sign in and sign out at a designated location in the Hotel at the start of and at the completion of each day's Service.

(6) In the event any Contract Employee is unable to perform adequately or is unable to perform for the entire period of time required by Hyatt, Contractor agrees to provide substitute Contract Employee(s) of comparable skill and knowledge which Contract Employee(s) shall be subject to the terms and conditions of this Agreement.

(7) Contractor agrees to complete all work in a good and workmanlike manner.

B. Hyatt's Responsibilities:

(1) Hyatt shall provide Contract Employees with the necessary uniforms for use at the Hotel as part of the fees paid by Hyatt for the Services herein. Contractor shall ensure that each

of its Contract Employees is supplied with and reports to work wearing an appropriate name tag acceptable to Hyatt. All attire worn by Contract Employees shall be clean and neatly pressed.

(2) Hyatt shall provide to Contractor a list of rules, requirements, and work policies applicable to Contract Employees working at the Hotel, which list Contractor shall incorporate into its training of the Contract Employees provided to Hyatt.

(3) Contract Employees shall not be allowed to eat in the Hotel's "employee" cafeteria.

3. Schedule of Service.

Contractor shall provide labor on a schedule as agreed to by Hyatt.

4. Personnel.

Contractor shall provide adequate personnel to permit the timely completion of all work. Contractor shall provide qualified personnel for the applicable positions that are requested by Hyatt. Contractor shall train and supervise personnel in accordance with accepted industry practices and shall conform to the reasonable rules and regulations of Hyatt established from time to time by Hyatt for the conduct of, and in relation to, the employees of the contractors of the Hotel when such employees are on Hotel premises. Contractor shall not provide Contract Employees who are current or past employees of the Hotel. Hotel may request that any one or any number of Contractor's employees not be sent to the Hotel based upon reasonable non-discriminatory grounds, and Contractor shall honor such requests. Contractor agrees that all Contract Employees provided to the Hotel are employees of Contractor, and as such, Contractor shall be responsible for all required taxes including but not limited to federal, state and local payroll taxes (including without limitation, FICA, FUTA, SUTA) and any statutory payroll deductions. Contractor shall be responsible for all contractual agreements entered into as labor agreements. Contractor shall be responsible for the payroll, scheduling and disciplinary actions of its employees.

5. Fee.

All labor shall be provided at the following rates per Contract Employee for each labor hour worked with a minimum required of five (5) hours:

Wait or Bar	\$25.00
Captain	\$40.00 (required for orders of 10 or more)
Maitre'd	\$50.00

All such fees shall be payable by Hyatt within thirty (30) days upon receipt of an accurate invoice from Contractor.

In the event there is a discrepancy between Hyatt and Contractor with regard to a Contract Employee's hours worked at the Hotel, Hyatt and Contractor shall mutually agree upon a satisfactory resolution of such discrepancy, providing, however, any disputed amount shall be deducted by Hyatt from the payment to Contractor for the next succeeding month or months.

6. Licenses or Permits.

If any governmental license or permit shall be required for the proper and lawful conduct of Contractor's business or other activity carried on, in or at the Hotel, or if a failure to procure such a license or permit might or would in any way affect the operations of the Hotel, then Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Hyatt. Contractor, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

7. Compliance with Laws.

Contractor understands and agrees that Contractor's performance of any and all services performed pursuant to this Agreement shall, at Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such services. Contractor further agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to Contractor's employment status or Contractor's

employment relationship with its personnel and others, including, but not limited to the Americans With Disabilities Act.

8. Insurance.

Contractor shall carry and maintain Workers' Compensation insurance in statutory amounts and Comprehensive General Liability insurance through companies satisfactory to Hyatt endorsed to include products and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit. All such policies (except Workers' Compensation) shall specifically state: "Hyatt Corporation and Harborside Hotel LLC and its members are named as additional insureds under the above policies; such insurance shall be primary and not contributory with Hyatt's insurance." Each policy shall provide that it may not be canceled or changed without at least thirty (30) days' prior written notice to Hyatt.

Contractor shall furnish to Hyatt a Certificate of Insurance evidencing such coverage prior to the commencement of services hereunder and shall continue to provide Hyatt with subsequent Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement.

Contractor shall provide Hyatt with certified copies of the policies required herein upon Hyatt's request.

9. Indemnification.

Contractor shall defend, indemnify and hold harmless Hyatt Corporation and Harborside Hotel LLC and its members and their respective officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, arising out of or in any way relating to or incidental to the performance of the services to be performed by Contractor hereunder or the presence of Contractor at the Hotel including, but not limited to, any and all claims by Contractor's employees relating to their performance of services on behalf of Contractor

hereunder. Contractor shall further indemnify Hyatt Corporation and Harborside Hotel LLC and its members from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, for or arising out of any bodily injuries to or the death of any of Contractor's employees working at the Hotel, however caused or occasioned, excepting the willful misconduct or gross negligence of Hyatt.

10. Independent Contractor.

Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Hyatt.

It is expressly understood that the parties' execution of this Agreement does not, in any way or for any purpose, make either party a partner of the other in the conduct of its business, or otherwise, or joint venture or member of a joint enterprise with the other.

11. Force Maieure.

Neither party shall have any liability for the failure to perform or a delay in performing any of its obligations under this Agreement if that failure or delay is the result of any legal restriction, labor dispute, strike, boycott, flood, fire, public emergency, revolution, insurrection, riot, war, unavoidable mechanical failure, electricity interruption, weather event or any other cause beyond the control of either party.

12. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the party intended at its address as hereinbefore set forth, or to such address as Hyatt or Contractor may specify in writing.

13. Governing Law.

This Agreement shall be governed by the laws of the State of New Jersey.



14. Binding.

This Agreement shall inure to and bind the successors, assigns and representatives of the parties, providing, however, this Agreement may not be assigned by Contractor without the prior written consent of Hyatt.

15. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect.

16. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the parties hereto.

17. Legal Fees.

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

18. Exhibits.

If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms and unless specifically accepted by the parties as part of this Agreement, the additional terms shall not be incorporated into the Agreement.

19. EEOC Compliance.

As subcontractor to Hyatt, Contractor acknowledges its responsibilities under applicable provisions of Executive Order 11246 and the implementing regulations of the Department of Labor as well as related executive orders, all as set forth in Addendum I, which is attached hereto and made a part hereof as if fully incorporated herein.



20. Headings.

The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Hyatt Corporation, as agent of Harborside Hotel LLC, a  
Delaware limited liability company, d/b/a Hyatt Regency  
Jersey City on the Hudson

By: 

Title: General Manager

Yipeee, Inc.

By: 

Title: PRESIDENT

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**ADDENDUM I**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**AND MINORITY/SMALL BUSINESS COMPLIANCE**

As a federal contractor, Hyatt is subject to the requirements of: Executive Order 11246, as amended (Equal Employment Opportunity); Executive Order 11701 (Employment of Disabled Veterans and Veterans of the Vietnam Era); Executive Order 11625 (Utilization of Minority Business Enterprises); Executive Order 11758 (Employment of the Disabled); Executive Order 12138 (Utilization of Women-Owned Firms; Executive Order 11141 (Policy Against Discrimination Based on Age); Sections 701-4.14 of the Armed Services Procurement Regulations (Surplus Area Concerns); Section 7 of the Defense Acquisition Regulation and Parts 1-7 of the Federal Procurement Regulations, as amended (Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals); and, the regulations, orders and rules issued thereunder.

The following represents Contractor's responsibilities under the foregoing executive orders.

- A. **EQUAL OPPORTUNITY CLAUSE.** (Applicable to federal contractors and sub-contractors, with orders amounting to \$10,000 or more.) Contractor is aware and fully informed of its responsibilities under Executive Order 11246 and agrees to be bound by its provisions. (Reference to Executive Order 11246 includes all amendments.)
- B. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM.** (Applicable to federal contractors and sub-contractors, with orders amounting to \$50,000 or more, provided contractor has 50 or more employees.) Contractor certifies to Hyatt and to the United States government that if it is a federal Contractor, Contractor will, if appropriate: (a) file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this Agreement (unless such a report has been filed in the last 12 months), and continue to file such reports annually, on or before March 31, or as otherwise provided by law or regulation; and (b) develop and maintain a written affirmative action compliance program in accordance with the regulations of the Office of Federal Contract Compliance Programs promulgated under Executive Order 11246, as amended.
- C. **SEGREGATED FACILITIES CERTIFICATION.** (Applicable to federal contractors and sub-contractors, with orders amounting to \$10,000 or more.) Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Additionally, Contractor will attempt to obtain a similar certification from its proposed sub-contractors prior to the award of any non-exempt subcontract.
- D. **EMPLOYMENT OF THE DISABLED (EXECUTIVE ORDER 11758).** (Applicable to federal contractors and sub-contractors, with orders amounting to \$2,500 or more.) Contractor acknowledges that if applicable, it is bound by the Affirmative Action for Disabled Workers Clause set forth in Section 60-741.4 of Title 41 C.F.R., promulgated under Section 503 of the Rehabilitation Act of 1973 and that the clause is incorporated by reference into this Agreement.
- E. **EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.** (Applicable to federal contractors and sub-contractors, with orders amounting to \$10,000 or more.) Contractor acknowledges that if applicable, it is bound by the Affirmative Action for Disabled Veterans of the Vietnam Era Clause, as set forth in Section 60-250.4 of Title 41 C.F.R., promulgated under the Vietnam Era Veterans Readjustment Assistance Act of 1974 and that the clause is incorporated by reference into this Agreement.

F. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11625).

1. (Applicable to federal contractors and sub-contractors, with all contracts that exceed \$10,000.)
  - a. It is the policy of the government that minority business enterprises shall have the maximum practicable opportunity to complete contracts with depositories of U.S. funds or with Contractors of depositories of U.S. funds. The term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Black Americans (not of Hispanic origin), Asian Americans, American Indians/Alaskan Natives and Hispanic Americans. Pursuant to Executive Order 11625, Hyatt and Contractor acknowledge that they will rely on written representation by sub-contractors regarding their status as minority enterprises in lieu of an independent investigation.
  - b. Contractor agrees to use its best efforts to carry out this policy in the award of its sub-contracts to the fullest extent possible with the efficient performance of any non-exempt contract.
2. (Applicable to all contracts or purchase orders which exceed \$500,000.) Contractor acknowledges that if applicable, it is bound by the Minority Business Enterprises Subcontractor Program Clause set forth in Section 7-104.36(b) of the Armed Services Procurement Regulations (ASPR) promulgated pursuant to Executive Order 11625 and that the clause is incorporated by reference into this Agreement.

G. UTILIZATION OF SMALL BUSINESS CONCERNS. (Applicable to federal contractors and sub-contractors, with all orders amounting to \$10,000 or more, ASPR Section 7-104.14 (a).) It is the policy of the government that a fair proportion of the purchases and contracts for supplies and services for the government be placed with small business concerns. Hyatt and Contractor agree to accomplish the maximum amount of subcontracting feasible with small business concerns.

H. UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (Applicable to federal contractors and sub-contractors, with orders amounting to \$10,000 or more.) It is the policy of the government to award contracts to businesses in labor surplus areas that have been so identified pursuant to ASPR Section 1-80-3(a), which is incorporated herein by reference.

I. SMALL BUSINESS AND LABOR SURPLUS AREA SUBCONTRACTING. (Applicable to federal contractors and sub-contractors, with orders amounting to \$500,000 or more.) If any contract between Hyatt and Contractor amounts to \$500,000 or more, Contractor agrees to establish small business and labor surplus areas programs in accordance with the appropriate clauses in ASPR Section 7-104.14(b) and ASPR Section 7-104.20 (b), which clauses are incorporated herein by reference.

J. UTILIZATION OF WOMEN OWNED FIRMS (EXECUTIVE ORDER 12138). (Applicable to federal contractors and sub-contractors, with orders amounting to \$10,000 or more.) It is the policy of the government to take appropriate action to facilitate, preserve, and strengthen women business enterprises and to insure full participation by women in the free enterprise system. Contractor agrees that it will utilize women-owned firms, as specified within the framework of 12138, provided the efficient performance of its subcontracts can be completed.

K. EMPLOYMENT OF INDIVIDUALS REGARDLESS OF AGE (EXECUTIVE ORDER 11114). (Applicable to all federal contractors and sub-contractors.) It is the policy of the government that federal contractors, subcontractors, or Contractors of depositories of U.S. funds shall not discriminate against persons because of their age in any of their employment practices. Contractor endorses and agrees to this policy.



## YIPEEE CORPORATE EVENT STAFFING POLICIES & RATES

Yipeee, Inc. is a full service event design and management company. Our three divisions include: event staffing, event management and consulting. Our mission is to consistently achieve excellence by providing the highest caliber of service to the hospitality industry while fulfilling and surpassing client expectations.

The following guidelines will help us to service your account in the most efficient way. Please share this with others who may be involved in the event process. Thank you for choosing Yipeee, Inc. for your event staffing needs.

### 1. PLACING ORDERS

#### ORDERS SHOULD BE PLACED AS SOON AS YOU RECEIVE THE BOOKING REQUIRED INFORMATION

- |                          |                         |                             |
|--------------------------|-------------------------|-----------------------------|
| 1. Date and Day of Event | 2. Number of Staff      | 3. Address and cross street |
| 4. Travel Directions     | 5. Type of Service      | 6. Number of Guests         |
| 7. Guest Arrival         | 8. Approximate end time | 9. Uniform                  |

You will receive a fax confirmation within two hours of placing order. It is your responsibility to review the confirmation form and fax it back in order to obtain your order confirmation number.

**ORDERS WITHOUT A SIGNED CONFIRMATION WILL NOT BE FILLED.**

### 2. ASAP ORDERS

ASAP orders are orders submitted 36 hours of a call time. **ASAP orders are non-cancelable.**

### 3. CHANGES AND CANCELLATION

Cancellations or changes must be made in writing and submitted before 72 hours of event, or client will be billed at full price. If the event is being held on a weekend, changes or cancellations must be made by (9:00am) Wednesday.

### 4. PAR LEVELS

Industry standards should be upheld based on the number of staff people versus the number of guests. Volunteers do not constitute servers, and should not figure into the staffing equation.

### 5. RATES 5-hour minimum per staff person. Exclusive of travel time, travel expense, etc. FOR ORDERS OF 10 OR MORE, CAPTAINS ARE REQUIRED

#### IN NYC:

Wait or Bar	\$25.00
Captain	\$40.00
Maitre'd	\$50.00

### 6. TRAVEL TIME AND EXPENSE

Travel Time is calculated at the departure time from Manhattan.

\*Shifts are a five-hour minimum, exclusive of travel time.

#### Event Design & Management

9 Desbrosses Street, Suite #519 New York, NY 10013 T 212-965-9600 F 212-965-1902 [www.yipeeeinc.com](http://www.yipeeeinc.com) [info@yipeeeinc.com](mailto:info@yipeeeinc.com)



Travel Expense is the cost associated with getting to the event site. You will be billed the total round trip costs for getting to and from site from Manhattan. We coordinate, on your behalf, the best method, i.e. train, car, van, bus, based on the number of staff, the call time, the estimated out time and the distance from NYC. Client reserves the right to coordinate transportation.

**YIPEEE, WILL NOT BE HELD ACCOUNTABLE FOR WEATHER CONDITIONS, TRAFFIC CONDITIONS, IMPROPER DIRECTIONS, TRAIN DELAYS, OR VEHICLE BREAKDOWN, STRIKES OR ANY ACT OF GOD. YOU WILL BE BILLED FROM THE TIME THE STAFF LEAVES NYC.**

#### 7. DEPOSITS:

In order to book staff of 20 or more, a 50% deposit will be required, based on the estimated shift. An invoice in the deposit amount will be forwarded upon receipt of the order, however the staff will not be held until the deposit is received. A date is not considered held until a deposit is received, and all details are submitted.

#### 8. STAFF SHEETS

Yipeee requires you to fax back Staff Sheets completed, and signed. Filling out the satisfaction part of the Staff Sheet helps us to better service each client. Yipeee reserves the right to re-invoice for services rendered, if: The staff group, or captain disagrees with the time signed in and out. **If you utilize a person, for any length of time, you will be billed for their services!** Please call our office immediately if there is a problem with a staff person.

#### 9. BREAKS/MEALS

Break deductions on single shifts, **outside of Manhattan** are not be allowed. However, break deductions on double shifts may be allowable **provided the staff person actually took the break being taken.** Client customarily provides staff meals on double shifts.

#### 10. INVOICING

Yipeee, Inc. can provide advance invoices, or same day invoices upon request. Invoice discrepancies should be brought to our attention within 24 hours of receiving the invoice. Invoices that age beyond 30 days will be subject to a 2% fee, charged to the unit.

#### 11. UNIFORM

Yipeee's standard uniform is a full tuxedo.

\**Shirt*-Wing tip or straight collar.

\**Pants*-Tuxedo pants, Khaki pants.

\**Jacket*-Black tuxedo jacket.

Alternative uniforms may be requested at an additional charge.

#### 12. SECURITY

You are to provide a secure room for garment bags and coats. This room should remain locked after staff is in uniform, and should not be opened until the staff is completed with the event.

Under no circumstances should wine or any other alcoholic beverages be given to the staff as a gratuity, or gesture of appreciation.

I, \_\_\_\_\_, have read the terms and staffing policies for Yipeee, Inc. and agree to abide by them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Corporate Staffing Contract

- 0 A non-refundable 50% deposit is required for all staffing functions with over 20 service professionals.
- 0 Payment is required in full, by cash, company check or certified check for all staffing functions NO LATER than seven (7) days after the function.
- 0 The Minimum Guarantee of staff will become the final staff amount and is not subject to reduction.
- 0 YIPEEE, INC. is not responsible for damage to or loss of any items left at the event site, prior to, during or following any function.
- 0 YIPEEE, INC. shall not be held liable for any non-performance of this contract when such non-performance is attributable to labor troubles, disputes, or strikes, accidents, government regulations upon travel or transportation, non-availability of food or beverage, riots, fuel supply, water, gas, electricity, air conditioning, natural emergencies, acts of God, acts of terrorism, and other causes whether enumerated herein or not, which are beyond the reasonable control of YIPEEE, INC. and interfere with or prevent YIPEEE, INC. performance.
- 0 The parties agree that any amendments or changes to the arrangements described within this contract must be made in writing, signed by both your corporate management and a YIPEEE representative. This includes all terms and conditions.
- 0 Signers of this contract act on behalf of and as representatives of your corporation.
- 0 The client agrees to make payments according to the contract and YIPEEE, INC. agrees to perform according to the contract.
- 0 If payments are not made according to the contract or on the dates indicated it will be considered a breach of contract and the service professionals will be cancelled.
- 0 The client shall reimburse YIPEEE, INC. for all legal fees associated with collecting an outstanding balance due.
- 0 **Non-Solicitation Clause**  
You, the client, agrees that at no time during the term of this agreement (or for five years thereafter) will you directly solicit or attempt to solicit any of the service professionals that YIPEEE, INC. will introduce to you or make known to you through our relationship, without the written consent of an officer of YIPEEE, INC. In this case, a service professional is anyone who has been contacted by YIPEEE, INC. to service your event or function. If a YIPEEE, INC. service professional that was introduced to you or made known to you through your relationship with YIPEEE, INC. contacts you directly to discuss employment, you will immediately notify YIPEEE, INC. of the contact and will proceed with the work only if you receive the written consent of an officer of YIPEEE, INC.
- 0 Cancellation of this agreement will be accepted only upon the signer of the agreement giving WRITTEN notice to YIPEEE, INC. The parties agree and understand that in the event of a cancellation YIPEEE, INC.'s actual damage would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by the client to YIPEEE, INC. as liquidated damages in the event of cancellation.
- More than six (6) months prior to the scheduled date: An amount equal to one-quarter of the estimated staff cost and revenue.
  - Six (6) months to one (1) month prior to the scheduled date: An amount equal to one-half of the estimated staff cost and revenue.
  - One (1) month prior to the scheduled date to the date of the event: An amount equal to the full amount of the estimated staff cost and revenue.
  - Staff cost and revenue includes: staffing costs and revenues from booking service professionals.
- 0 THERE WILL BE NO VERBAL AGREEMENTS.

*I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS. AFTER READING PLEASE SIGN THE CONTRACT BELOW AND EITHER FAX OR MAIL BACK TO YIPEEE, INC.*

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

YIPEEE, INC. \_\_\_\_\_

Date \_\_\_\_\_

### Event Design & Management

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